

**MEDICAL EDUCATION AFFILIATION AGREEMENT  
BETWEEN DEPARTMENT OF VETERANS AFFAIRS (VA)  
AND THE SCHOOL OF MEDICINE  
AND THEIR AFFILIATED SPONSORING INSTITUTIONS**

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**VA NETWORK:**

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**VA MEDICAL CARE FACILITY (including city and state):**

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**SCHOOL OF MEDICINE (including city and state):**

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**AFFILIATED SPONSORING INSTITUTION # 1 (including ACGME ID number, city, and state):**

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**AFFILIATED SPONSORING INSTITUTION # 2 (including ACGME ID number, city, and state):**

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**AFFILIATED SPONSORING INSTITUTION # 3 (including ACGME ID number, city, and state):**

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**AFFILIATED SPONSORING INSTITUTION # 4 (including ACGME ID number, city, and state):**

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), authorizes VA, its Veterans Integrated Service Networks, and the listed VA facilities, to affiliate with the school of medicine and its affiliated sponsoring institutions for the academic purposes of enhanced patient care, education, and research. Medical schools and their affiliated institutions that are signatories to this document are collectively referred to as “partner institutions.” All parties to the agreement have a shared responsibility for the academic enterprise. The partner institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of patients, including administrative and professional functions. Additional responsibilities are delineated below.

## **BACKGROUND**

The provision of education for future health care providers and the conduct of research are VA statutory missions. Utilizing the close relationships between VA and the nation's academic institutions, VA plays a leadership role in reshaping the education of future health care professionals to help meet the complex scope of the nation's health care delivery system. It is the intent of VA to maintain its long-standing practice of effective affiliations with educational institutions for the purposes of contributing to continued excellence in VA patient care and conducting joint academic programs that address health manpower needs throughout VA and the nation.

An affiliation agreement promotes common standards for patient care, resident and student education, research, and faculty appointments. The parties to the affiliation agreement also seek to avoid duplication of academic assets and may, where mutually beneficial, enter into legal agreements to share patient care delivery services, facilities, equipment, and other resources. The parties enter into this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources.

The affiliation agreement is crucial to the partnership because it forms the philosophical and, in some cases, the legal basis for numerous specific agreements that may be executed between components of the affiliate and VA. Those institutions with complex multi-program affiliation agreements may have more specific agreements than those institutions with single program affiliation agreements. These specific agreements may include contracts, memoranda of understanding, performance guidelines, leases, or other written agreements that cover academic teaching or research partnerships, shared services, facilities, equipment, or other resources. Additional agreements may include Veterans Integrated Service network-wide coordinating agreements or local multi-affiliate sharing agreements where relevant. These can include but are not limited to the following:

- disbursement agreements for the payment of medical residents
- sharing agreements and/or scarce medical specialist services agreements with the affiliate or its faculty
- consulting and attending arrangements
- research agreements
- leases or licenses for the use of space
- affiliation agreements for associated health educational programs
- other agreements that may be advantageous to the affiliated parties

## **TERMS OF AGREEMENT**

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with school of medicine and its affiliated institutions. Through this affiliation agreement, a partnership is created to enable enhanced patient care, education, and research.

The partner institutions comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate against any person on the basis of race, color, national origin, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

When providing professional services covered by this agreement, protection of faculty members and students of the affiliated institution from personal liability while at a VA health care facility will be that which is provided under the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d). **(Needs general counsel input. What is coverage provided to faculty members who are paid by contract?)**

## **RESPONSIBILITIES**

### **1. The school of medicine has the following responsibilities:**

A. Operate and manage the school of medicine and its associated residency programs and assume overall responsibility for the educational programs.

B. Maintain accreditation by the nationally recognized accreditation entities, the Liaison Committee for Medical Education (LCME) for medical students and the Accreditation Council for Graduate Medical Education (ACGME) for medical residents.

C. Encourage school of medicine faculty to serve as VA medical staff and assure that academic standards are met.

D. Enable school of medicine faculty appointments, appointments to school of medicine committees, and administrative positions for VA-based faculty.

E. Recommend members for appointment to the VA Affiliation Partnership Council and its subcommittees. Members will include the medical school dean and senior faculty members from appropriate divisions of the medical school and affiliated sponsoring institutions.

### **2. The school of medicine and their affiliated sponsoring institutions have the following responsibilities:**

A. Maintain accreditation by the Accreditation Council for Graduate Medical Education (ACGME) for medical residents.

B. Authorize VA to receive from ACGME, and ACGME to provide VA, pursuant to a Memorandum of Understanding between VA and ACGME, letters of notification sent by ACGME to each institution having graduate medical education programs with which VA is affiliated.

C. Participate in the supervision of integrated academic programs at VA.

D. Select residents for academic programs operated jointly by VA and the school of medicine and the affiliated sponsoring institutions. Residents accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the school of medicine, the affiliated sponsoring institutions, and VA.

E. Develop program letters of agreement for each VA health care facility that provides a resident educational experience that is one month or longer in duration. These agreements must identify faculty who will assure teaching, supervisory, and evaluation of resident performance including duty hours; outline resident educational objectives; specify periods of resident assignment; and establish policies and procedures for maintaining resident education during the assignment.

### 3. VA has the following responsibilities:

A. Operate and manage the VA facility and maintain accreditation with such organizations as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

A. Appoint qualified physicians and other health care professionals, as appropriate, to full-time and part-time staff of the facility. These staff will supervise trainees and provide veterans with patient care.

C. Encourage nominations from the school of medicine and the affiliated sponsoring institutions for appointments to VA staff.

D. Participate with the school of medicine and the affiliated sponsoring institutions in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.

E. Ensure that all trainees who will be assigned to VA receive appropriate VA appointments unless they are assigned to VA under a contract. **(Needs general counsel input)**

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility

G. Participate in the supervision of integrated academic programs. VA staff members who are also faculty members of the partner institutions are responsible for student and resident supervision for educational purposes, but may delegate responsibility to non-faculty VA staff members under unusual circumstances. VA will communicate with the partner institutions when trainees will be or have been supervised by non-faculty VA staff.

H. Establish qualifications and credentials for residents on VA assignments.

I. Review and sign appropriate program letters of agreement for resident training prepared by the school of medicine and the affiliated sponsoring institutions.

J. Appoint members to the Affiliations Partnership Council.

K. Conduct periodic reviews of academic programs and policies as necessary under the auspices of VA's Chief Academic Affiliations Officer.

## **BUSINESS ASSOCIATE AGREEMENT**

### **1. Description of Coverage of Business Associate Agreement.**

A. The partner institutions to this document “Business Associate(s)” will provide certain services to the Department of Veterans Affairs (Covered Entity), and, in connection with the provision of those services, the Covered Entity will disclose/discloses to Business Associate(s) Protected Health Information (PHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard (“Security Rule”).

B. VA is a “Covered Entity” as that term is defined in the HIPAA implementing regulations, 45 CFR 160.103. The partner institutions, as recipients of PHI from Covered Entity, are Business Associate(s) of the Covered Entity as the term “Business Associate(s)” is defined in the HIPAA implementing regulations, 45 CFR 160.103.

C. Pursuant to the Privacy and Security Rules, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI. The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate(s) contract requirements at 45 C.F.R. §§164.308(b), 164.314(a), 164.502(e), and 164.504(e), and as may be amended.

2. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms in paragraphs 4 and 5 of this Affiliation Agreement have the same meanings as set forth in the Privacy and Security Rules. The term “Protected Health Information” and the abbreviation “PHI” shall include the term “Electronic Protected Health information” and the abbreviation “E PHI” in this Agreement.

3. **Ownership of PHI.** PHI provided to Business Associate(s) or created, gathered or received by Business Associate(s), its agents and subcontractors under this agreement is the property of Covered Entity.

### **4. Scope of Use and Disclosure by Business Associate(s) of Protected Health Information and Electronic Protected Health Information**

A. Business Associate(s) shall be permitted to make Use and Disclosure of PHI that is disclosed to it by Covered Entity, or created, gathered or received by Business Associate(s) on behalf of Covered Entity, as necessary to perform its obligations under this Agreement, and provided that the Covered Entity may make such Use or Disclosure under the Privacy and Security Rules and Veterans Health Administration (VHA) Handbook 1605.1, entitled “Privacy and Release of Information,” and the Use or Disclosure complies with the Covered Entity’s minimum necessary policies and procedures as stated in Veterans Health Administration (VHA) Handbook, 1605.2, “Minimum Necessary Standard for Protected Health Information.”

B. Unless otherwise limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this Agreement, Business Associate(s) may:

(1) use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate(s);

(2) make a Disclosure of the PHI in its possession to a third party for the purpose of Business Associate’s proper management and administration or to fulfill any legal responsibilities of Business Associate(s); provided, however, that the disclosures are required or permitted by Federal law and VA

Policy, as stated in VHA Handbook 1605.1, "Privacy and Release of Information," and Business Associate(s) has received from the third party written assurances that (a) the information will be held confidentially and Uses or further Disclosure made only as Required By Law or for the purposes for which it was disclosed to the third party; and (b) the third party will notify the Business Associate(s) of any instances of which it becomes aware in which the confidentiality of the information has been breached;

(3) engage in Data Aggregation activities, consistent with the Privacy Rule; and

(4) de-identify any and all PHI created or received by Business Associate(s) under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

5. Obligations of Business Associate(s). In connection with its Use and Disclosure of PHI received from Covered Entity or created, gathered or received on behalf of Covered Entity, Business Associate(s) agree that they will:

A. Use or make further Disclosure of PHI only as permitted or required by this Agreement or as Required By Law;

A. Use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Agreement;

B. To the extent practicable, mitigate any harmful effect that is known to Business Associate(s) of a Use or Disclosure of PHI by Business Associate(s) in violation of this Agreement;

C. Promptly report to Covered Entity any Security Incident, or Use or Disclosure of PHI not provided for by this Agreement, of which Business Associate(s) become aware;

D. Require contractors, subcontractors or agents to whom Business Associate(s) provides PHI to agree to the same restrictions and conditions that apply to Business Associate(s) pursuant to this Agreement, including implementation of reasonable and appropriate safeguards to protect PHI;

E. Make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records, including policies and procedures, relating to the Use or Disclosure of PHI for purposes of determining Covered Entity's compliance with the Privacy and Security Rules, subject to any applicable legal privileges;

F. If the Business Associate(s) maintains PHI in a Designated Record Set, maintain the information necessary to document the disclosures of PHI sufficient to make an accounting of those disclosures as required under the Privacy Rule and the Privacy Act, 5 USC 552a, and within fifteen (15) days of receiving a request from Covered Entity, make available the information necessary for Covered Entity to make an accounting of Disclosures of PHI about an individual in the Designated Record Set or Covered Entity's Privacy Act System of Records;

G. If the Business Associate(s) maintains PHI in a Designated Record Set or Privacy Act System of Records, within ten (10) days of receiving a written request from Covered Entity, make available PHI in the Designated Record Set or System of Records necessary for Covered Entity to respond to individuals' requests for access to PHI about them that is not in the possession of Covered Entity;

H. If the Business Associate(s) maintains PHI in a Designated Record Set or Privacy Act System of Records, within fifteen (15) days of receiving a written request from Covered Entity, incorporate any amendments or corrections to the PHI in the Designated Record Set or System of Records in accordance with the Privacy Rule and Privacy Act;

I. Not make any Uses or Disclosures of PHI that Covered Entity would be prohibited from making.

J. When Business Associate(s) is uncertain whether it may make a particular Use or Disclosure of PHI in performance of this Agreement and the underlying agreement, the Business Associate(s) will

obtain the approval of the Covered Entity before making the Use or Disclosure.

K. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality and integrity, and availability of the PHI that Business Associate(s) creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule.

L. Upon completion of the contract, the Business Associate(s) shall return or destroy the PHI gathered, created, received, or processed during the performance of this contract, and the Business Associate(s) or any agents or subcontractors of the Business Associate(s) will retain no data. The Business Associate(s) shall certify that all PHI has been returned to the Covered Entity or destroyed. If immediate return or destruction of all data is not possible, the Business Associate(s) shall certify that all PHI retained will be safeguarded to prevent unauthorized Uses or Disclosures.

6. Obligations of Covered Entity. Covered Entity agrees that it:

A. Has obtained, and will obtain, from Individuals any consents, authorizations and other permissions necessary or required by laws applicable to Covered Entity for Business Associate(s) and Covered Entity to fulfill their obligations under this Agreement or the underlying agreement;

B. Will promptly notify Business Associate(s) in writing of any restrictions on the Use and Disclosure of PHI about Individuals that Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under this Agreement;

C. Will promptly notify Business Associate(s) in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect Business Associate's ability to perform its obligations under this Agreement or the underlying agreement.

7. Relationship to other Uses and Disclosures of PHI. The provisions of this Affiliation Agreement governing Use and Disclosure of PHI under the Business Associate Agreement do not apply to Uses or Disclosures or both of PHI pursuant to other provisions of the HIPAA Privacy Rule, where applicable, including, specifically, Disclosures between VA and medical school and affiliated sponsoring institutions under 45 CFR 164.506(c)(2), (3) and (4)(treatment, payment or health care operations of the other entity).

8. Amendment. VA and partner institutions agree to take such action as is necessary to amend this Agreement for to comply with the requirements of the HIPAA Privacy and Security Rules or other applicable law.

9. Survival. The obligations of medical school and affiliated sponsoring institutions under **section 1.C. 2) of this Agreement** shall survive any termination of this Agreement.

10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11. Other Applicable Law. This Agreement does not and is not intended to abrogate any responsibilities of the parties under any other applicable law.

12. Termination of this Agreement. Upon termination of this Agreement, Business Associate(s) will return or destroy all PHI received from Covered Entity or created, gathered, or received by Business Associate(s) and its agents and subcontractors on behalf of Covered Entity under this Agreement. The Business Associate(s) shall certify that all PHI has been returned to Covered Entity or destroyed. If immediate return or destruction of all PHI is not possible, the contractor further certifies that any data retained will be safeguarded to prevent unauthorized Uses or Disclosures.

A. Termination for Cause. Upon VA's knowledge of a material breach by Business Associate(s) of

the Business Associate provisions of this agreement, VA shall

1) provide an opportunity for Business Associate(s) to cure the breach or end the violation and terminate this Agreement if Business Associate(s) does not cure the breach or end the violation within the time specified by Covered Entity;

2) immediately terminate this Agreement if Business Associate(s) has breached a material term of this Agreement and cure is not possible; or

3) if neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of Health and Human Services.

B. Automatic Termination. This Agreement will automatically terminate upon completion of the Business Associate's duties under the underlying affiliation agreement or termination of that agreement by either party.

C. Effect of Termination. Termination of this Agreement will result in cessation of activities by the Business Associate(s) involving PHI under this Agreement

### **TERMINATION OF AFFILIATION AGREEMENT**

This affiliation agreement is in force until further notice and supersedes any previous business association or affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.



## School of Medicine and Affiliated Sponsoring Institutions Signature Pages

(Requires signature of Designated Institutional Official (DIO)  
for each affiliated sponsoring institution listed on page one)

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*(Signature of DIO for the Affiliated  
Sponsoring Institution # 1)*

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*(Signature of DIO for the Affiliated  
Sponsoring Institution # 2)*

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*(Date of signature)*

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*(Date of signature)*

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*(Typed name of individual signing above)*

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*(Typed name of individual signing above)*

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*(Typed title of individual signing above)*

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*(Typed name of Affiliated Sponsoring Institution)*

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*(Typed name of Affiliated Sponsoring Institution)*

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*(Signature of Designated Legal Signer for  
Affiliated Sponsoring Institution # 1)*

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*(Signature of Designated Legal Signer for  
Affiliated Sponsoring Institution # 2)*

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*(Date of signature)*

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*(Date of signature)*

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*(Typed name of individual signing above)*

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*(Typed name of individual signing above)*

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*(Typed title of individual signing above)*

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*(Typed name of Affiliated Sponsoring Institution)*

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*(Typed name of Affiliated Sponsoring Institution)*

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*(Signature of DIO for the Affiliated  
Sponsoring Institution # 3)*

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*(Date of signature)*

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*(Typed name of individual signing above)*

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*(Typed title of individual signing above)*

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*(Typed name of Affiliated Sponsoring Institution)*

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*(Signature of Designated Legal Signer for  
Affiliated Sponsoring Institution # 3)*

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*(Date of signature)*

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*(Typed name of individual signing above)*

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*(Typed title of individual signing above)*

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*(Typed name of Affiliated Sponsoring Institution)*

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*(Signature of DIO for the Affiliated  
Sponsoring Institution # 4)*

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*(Date of signature)*

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*(Typed title of individual signing above)*

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*(Typed name of Affiliated Sponsoring Institution)*

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*(Signature of Designated Legal Signer for  
Affiliated Sponsoring Institution # 4)*

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*(Date of signature)*

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*(Typed name of individual signing above)*

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*(Typed title of individual signing above)*

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*(Typed name of Affiliated Sponsoring Institution)*

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*(Signature of Dean or Equivalent Responsible  
Official for the School of Medicine)*

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*(Date of signature)*

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*(Typed name of individual signing above)*

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*(Typed title of individual signing above)*

## Department of Veterans Affairs Signature Page

\_\_\_\_\_  
*(Signature of Responsible Official for Educational Program)*

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*(Date of signature)*

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*(Typed name of individual signing above)*

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*(Typed title of individual signing above)*

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*(Signature of Director or Equivalent Responsible  
the VA Health Care Facility)*

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*(Date of signature)*

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*(Typed name of individual signing above)*

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*(Typed title of individual signing above)*

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*(Signature of VISN Director for VA Health Care Official for  
Facility)*

\_\_\_\_\_  
*(Date of signature)*

\_\_\_\_\_  
*(Typed name of individual signing above)*

\_\_\_\_\_  
*(Typed title of individual signing above)*

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*(Signature of Chief Academic Affiliations Officer  
VHA Office of Academic Affiliations  
VA Central Office)*

\_\_\_\_\_  
*(Date of signature)*

\_\_\_\_\_  
*(Typed name of individual signing above)*